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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE DISTRICT.

Resale Notification dated 12th May 1928.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce, on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, reserved lands, and plantations of the marginally noted Taluks for two years from the date of confirmation of sale to 30th June 1930, will be resold at 2 P.M., on the 5th June 1928 by the Deputy Commissioner, Mysore District, in the District Forest Office, Mysore, at the risk of the original purchasers, subject to the conditions specified in the detailed notification dated the 21st April 1928 published on pages 409 to 412, Part VI of the *Mysore Gazette*, dated 26th April 1928 since the original purchasers have failed to fulfil the sale conditions as per para 7 of the said notification.

1. Krishnarajpete
2. Nagamangala
3. Seringapatam including Narayanadurga and French Rocks.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

Resale Notification dated 21st May 1928.

It is hereby notified for general information that the right of collecting Minor Forest Produce of the Belur Taluk, for the years 1928-30, will be resold by public auction on 1st June 1928, in the Sandal Koti at Hassan, at 2 P.M. by the Deputy Commissioner, Hassan District, in conjunction with the District Forest Officer, Hassan District.

For further particulars, attention is invited to the detailed notification dated the 21st April 1928, published on pages 409-12, Part VI of the *Mysore Gazette*, dated the 26th April 1928.

SALE OF FUEL TREES.

Notification dated 16th May 1928.

It is hereby notified for general information that the right to cut and remove casuarina trees in the undermentioned coupes in the following State Forests of the Hassan District for the year 1927-28, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the date and places and subject to the conditions mentioned below:—

The sale will commence at 10 A.M. precisely, on each and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

Name of Range	Name of Forest or plantation	No of trees or poles (Casuarina trees)	Place of sale	Date of sale	Distance from nearest Railway Station	Remark
Hassan ..	Hagare ..	50	Hagare ..	4th June 1928 ..	15 miles	
	Byaba ..	100	Palya ..	2nd do ..	12 do	

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 10 (rupees ten) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the fuel trees purchased by him before the 15th June 1928.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths and that are coming up within a radius of six feet from sandal trees and saplings.

(*c*) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shrub or growth reserved by the department as noted in clause (b) *supra* is cut he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes, after 30th June 1928.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

SALE OF TIMBER.

Notification dated 16th May 1928.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depot by the District Forest Officer, Hassan Division, or any other Gazetted Officer deputed by him for the purpose (from 8-30 A.M. to 11 A.M. and 2 P.M. to 5 P.M.) on the date noted against it:—

Serial No.	Name of depot	Description of timber — Teak poles	Date of sale	Remarks
		C.ft.		
1	Hassan	250	1st June 1928 ...	Each pole is 15 in length and 1 foot girth in average.

Conditions.

1. Each bidder shall place a deposit of Rs. 20 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of, which the amount exceeds Rs. 500 in each case is subject to confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 25 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-fourth value as well as the initial deposit of Rs. 20. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 20 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 8 days after the date of the notice of confirmation of the sale. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

No extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the dates fixed above the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 25 per cent deposit paid for the lot at the time of the sale ; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 20 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification dated 16th May 1928.

It is hereby notified for the information of the public that the right of collection and transport of the Thupra leaves, from all Government unoccupied land, Amrut Mahal Kavals, State Forests, Reserve Lands and Plantations in the undermentioned Taluks for the three years 1928-29 to 1930-31, will be sold by public auction by the District Forest Officer on the date and at place noted below at 2 P.M. precisely The sale will be subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be.

1. No person will be allowed to bid unless he deposits with the sale conducting officer an earnest money in cash or currency note of Rs. 10 which in the case of all unsuccessful bidders will be duly returned after the close of the sale. No defaulters will be permitted to bid for.

2 The highest bidder shall immediately after the close of the sale, pay up the one-fourth sale amount together with local and education cess on the entire sale amount at Re. 0-1-0 and Re. 0-0-6 in the rupee inclusive of the initial deposit of Rs. 10 and shall further pay into Government Treasury the balance of the three-fourths of the sale amount within the sunset of the fifteenth day from the date of sale or if that day happens to be a Government holiday before the sunset of the next office day, failing which the sale will be cancelled and a resale will be held at the risk of the original purchaser who will be liable to make good any loss that may accrue which will be recoverable as an arrear of Land Revenue under Section 79 of the Forest Regulation but shall not participate in any profit that may result further all the moneys so far paid shall be forfeited to Government.

3. Within fifteen days from the date of confirmation of the sale the purchaser shall execute a matchalika on a duly stamped paper and shall further deposit in the Government Savings Bank an amount equal to one-fourth of the sale amount or Rs. 500 whichever is less duly pledged to the District Forest Officer. Failing to do this will also entail in the sale being cancelled and further action taken as per above said conditions.

4. The other conditions will generally be the same as those applicable in the case of the notification regarding the sale of minor Forest Produce lease except the payment of the sale amount which if deemed necessary will be explained at the time of sale.—

Name of taluk	Place of sale	Date of sale
Hole-Narsipur ...	Hole-Narsipur ...	11th June 1928
Channarayapatna ...	Channarayapatna ...	8th do
Arkalgud ...	Arkalgud ...	14th do
Manjarabad ...	Saklespur ...	20th do
Arsikere ...	Arsikere ...	18th do

L. P. MASCARENHAS,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 7th May 1928.

The attention of the public is invited to the detailed notification regarding the auction sale of timber in the following Depots of this Division on the dates noted against each published on pages 464 to 465, Part VI of the *Mysore Gazette*, dated 17th May 1928,

Shimoga Depot ... ... 26th May 1928.
Saw Mill Depot ... ... 28th do

K. REVANNA,
District Forest Officer.

KADUR DIVISION.

LEASE OF GRASS AND GRAZING.

Notification dated 15th May 1928.

It is hereby notified for general information that the right of harvesting the grass crop or grazing cattle, except goats in the undermentioned plantations of the Kadur Forest Division, up to the end of December 1928 will be sold by public auction on the dates and at the places specified against each plantation by the District Forest Officer or the Range Forest Officer, subject to the confirmation by the Conservator of Forests when the value exceeds Rs. 500 :—

Name of the Taluk and Forest Range	Name of the plantation	Area in acre	Distance from Taluk Head-quarters or Railway Station	Place and date of sale
		A. g.		
Chikmagalur Taluk, Kadur Range.	1. Angajanahalli...	10 0	Five miles from Chikmagalur.	Near the plantation 15-6-28
	2. Kadrimidri ...	10 0	Do ...	Do 16-6-28
	3. Mattavara ...	146 1	Do ...	Do 18-6-28
Do ...	4. Turuvanahalli	25 0	Three miles from Kadur.	Do 14-6-28

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money, soon after the sale is closed and to pay the balance together with the local cess at one anna per rupee, Education cess six pies per rupee, and railway cess at six pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser who will not participate, however, in any gain, but will make good any loss sustained by Government by such re-sale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin grazing will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting as pasturage without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound, by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and

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